

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

U.S. BANK NATIONAL ASSOCIATION, AS)
TRUSTEE FOR GREENPOINT MORTGAGE)
FUNDING TRUST MORTGAGE)
PASSTHROUGH CERTIFICATES, SERIES)
2007- AR7,)

Case No.: 2:16-cv-00577-GMN-GWF

ORDER

Plaintiff,)
vs.)
SFR INVESTMENTS POOL 1, LLC, *et al.*,)
Defendants.)

Pending before the Court is SFR Investments Pool 1, LLC's ("SFR") Motion for Summary Judgment, (ECF No. 53), against Defendant Alvin Browne ("Browne"). Browne did not file a response. For the reasons discussed below, SFR's Motion for Summary Judgment against Browne is **GRANTED**.¹

I. LEGAL STANDARD

The Federal Rules of Civil Procedure provide for summary adjudication when the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that "there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). Material facts are those that may affect the outcome of the case. *See Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248

¹ On March 5, 2019, Plaintiff U.S. Bank National Association and Cross-Defendant Mortgage Electronic Registration Systems, Inc. filed a Notice of Settlement, (ECF No. 59), with SFR. In light of the Notice of Settlement, **IT IS HEREBY ORDERED** that a status conference is set for March 29, 2019, at 8:00 A.M. in Courtroom 7D. If a stipulation to dismiss and proposed order are filed prior to the status conference, the hearing will be automatically vacated.

1 (1986). A dispute as to a material fact is genuine if there is sufficient evidence for a reasonable
2 jury to return a verdict for the nonmoving party. *See id.* “Summary judgment is inappropriate if
3 reasonable jurors, drawing all inferences in favor of the nonmoving party, could return a verdict
4 in the nonmoving party’s favor.” *Diaz v. Eagle Produce Ltd. P’ship*, 521 F.3d 1201, 1207 (9th
5 Cir. 2008) (citing *United States v. Shumway*, 199 F.3d 1093, 1103–04 (9th Cir. 1999)). A
6 principal purpose of summary judgment is “to isolate and dispose of factually unsupported
7 claims.” *Celotex Corp. v. Catrett*, 477 U.S. 317, 323–24 (1986).

8 In determining summary judgment, a court applies a burden-shifting analysis. “When
9 the party moving for summary judgment would bear the burden of proof at trial, it must come
10 forward with evidence which would entitle it to a directed verdict if the evidence went
11 uncontroverted at trial. In such a case, the moving party has the initial burden of establishing
12 the absence of a genuine issue of fact on each issue material to its case.” *C.A.R. Transp.*
13 *Brokerage Co. v. Darden Rests., Inc.*, 213 F.3d 474, 480 (9th Cir. 2000) (citations omitted). In
14 contrast, when the nonmoving party bears the burden of proving the claim or defense, the
15 moving party can meet its burden in two ways: (1) by presenting evidence to negate an
16 essential element of the nonmoving party’s case; or (2) by demonstrating that the nonmoving
17 party failed to make a showing sufficient to establish an element essential to that party’s case
18 on which that party will bear the burden of proof at trial. *See Celotex Corp.*, 477 U.S. at 323–
19 24. If the moving party fails to meet its initial burden, summary judgment must be denied and
20 the court need not consider the nonmoving party’s evidence. *See Adickes v. S.H. Kress & Co.*,
21 398 U.S. 144, 159–60 (1970).

22 If the moving party satisfies its initial burden, the burden then shifts to the opposing
23 party to establish that a genuine issue of material fact exists. *See Matsushita Elec. Indus. Co. v.*
24 *Zenith Radio Corp.*, 475 U.S. 574, 586 (1986). To establish the existence of a factual dispute,
25 the opposing party need not establish a material issue of fact conclusively in its favor. It is

1 sufficient that “the claimed factual dispute be shown to require a jury or judge to resolve the
2 parties’ differing versions of the truth at trial.” *T.W. Elec. Serv., Inc. v. Pac. Elec. Contractors*
3 *Ass’n*, 809 F.2d 626, 631 (9th Cir. 1987). In other words, the nonmoving party cannot avoid
4 summary judgment by relying solely on conclusory allegations that are unsupported by factual
5 data. *See Taylor v. List*, 880 F.2d 1040, 1045 (9th Cir. 1989). Instead, the opposition must go
6 beyond the assertions and allegations of the pleadings and set forth specific facts by producing
7 competent evidence that shows a genuine issue for trial. *See Celotex Corp.*, 477 U.S. at 324.

8 At summary judgment, a court’s function is not to weigh the evidence and determine the
9 truth but to determine whether there is a genuine issue for trial. *See Anderson*, 477 U.S. at 249.
10 The evidence of the nonmovant is “to be believed, and all justifiable inferences are to be drawn
11 in his favor.” *Id.* at 255. But if the evidence of the nonmoving party is merely colorable or is
12 not significantly probative, summary judgment may be granted. *See id.* at 249–50.

13 **II. DISCUSSION**


14 Here, as to SFR’s quiet title and injunctive relief claims against Browne, SFR has
15 adduced sufficient evidence to establish its entitlement to summary judgment. SFR purchased
16 the property located at 2806 Don Juan Court, North Las Vegas, Nevada 89030 (the “Property”),
17 on July 25, 2012, at an HOA foreclosure sale. SFR’s superior interest in the Property relative
18 to any interest claimed by Browne is evident by the recorded notice of delinquent assessment
19 lien, notice of default, notice of sale, and the foreclosure deed. (*See* Statutory Foreclosure
20 Notices, Exs. A-7, A-8, A-10 to SFR’s Mot. Summ. J. (“MSJ”), ECF No. 53-1); (Trustee’s
21 Deed Upon Sale, Ex. A-11 to SFR’s MSJ, ECF No. 53-1); *see also Nationstar Mortg., LLC v.*
22 *Saticoy Bay LLC Series 2227 Shadow Canyon*, 405 P.3d 641, 646 (Nev. 2017). Accordingly, to
23 the extent Browne asserts any adverse interest in the Property, SFR’s interest is superior. *See*
24 *Bank of Am., N.A. v. Falcon Point Ass’n*, 347 F. Supp. 3d 592, 603 (D. Nev. 2018). Thus, the
25 Court grants SFR’s Motion as to its claims against Browne.

1 **III. CONCLUSION**

2 **IT IS HEREBY ORDERED** that SFR's Motion for Summary Judgment Against Alvin
3 Browne, (ECF No. 53), is **GRANTED**.

4 **IT IS FURTHER ORDERED** that a status conference is set for March 29, 2019, at
5 8:00 A.M. in Courtroom 7D. If a stipulation to dismiss and a proposed order are filed prior to
6 the status conference, the hearing will be automatically vacated.

7 **DATED** this 8 day of March, 2019.

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11 Gloria M. Navarro, Chief Judge
12 United States District Court
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